

# **EXHIBIT A**

## **SETTLEMENT AGREEMENT AND GENERAL RELEASE**

This Settlement Agreement and General Release ("Agreement") is entered into by and between Plaintiff Misti Adams (the "Representative Plaintiff") on behalf of herself and all opt-in Plaintiffs (hereinafter collectively the "Plaintiffs"), Central Ohio Elderly Care, LLC, ("COEC"), Central Ohio Elderly Care Plus, LLC ("COEC Plus"), and Osman Hassan (hereinafter collectively the "Company") (collectively the Plaintiffs and the Company shall be referred to as the "Parties").

WHEREAS, Misti Adams is the Representative Plaintiff in a civil action in the United States District Court, Southern District of Ohio, being Case No. 2:18-cv-00134 (the "Action"); and

WHEREAS, the Company has denied and continue to deny any and all CLAIMS contained in the above-referenced matter; and

WHEREAS, the Parties attended mediation on November 19, 2019 with mediator James Abrams and reached an Agreement to resolve the Claims in this Action;

WHEREAS, the Parties including Plaintiff Adams and the eighteen (18) opt-in Plaintiffs who joined the Action by opting into the same, now desire to reach a complete and final settlement to reflect the Agreement reached at mediation. This final settlement includes a settlement of differences that may exist between the circumstances of each Plaintiff; and

WHEREAS, the opt-in Plaintiffs each provided written acknowledgements that they each understand and agree to be bound by the Judgment of the Court on all issues in this case, whether favorable or unfavorable including the fairness of the settlement,

WHEREAS, the effectiveness of this Agreement is subject to approval by the United States District Court for the Southern District of Ohio;

WHEREAS, the Parties agree to cooperate and take all reasonable steps necessary to obtain final approval of this settlement, effectuate its terms, and cause the Action to be dismissed with prejudice;

NOW, THEREFORE, in consideration of the mutual promises and valuable consideration described below, the Parties agree as follows:

1. **Definitions.** As used in this Settlement Agreement and General Release (hereinafter "Agreement"), these words shall have the following meanings:

- a. RELEASEES means Central Ohio Elderly Care, LLC, ("COEC"), Central Ohio Elderly Care Plus, LLC ("COEC Plus"), and Osman Hassan ("Hassan"), and all owners, predecessors, successors, assigns, agents, directors, officers, employees, representatives, attorneys, and parents, divisions, subsidiaries, and affiliates (and agents, directors, officers, employees, representatives, and attorneys of such divisions, subsidiaries, and affiliates), and all persons acting

by, through, under, or in concert with any of them. RELEASEES also include Hassan in his individual capacity.

- b. CLAIM or CLAIMS means any and all complaints, lawsuits (including without limitation, Case No. 2:18-cv-00134), claims, liabilities, obligations, promises, agreements, grievances, controversies, damages, actions, causes of action, rights, demands, losses, debts, and expenses (including court costs and attorney's fees actually incurred).
- c. PLAINTIFFS include all representative and opt-in Plaintiffs.

2. **Consideration.** RELEASEES shall pay a total sum of One Hundred Twenty Thousand Dollars (\$120,000.00) which includes all individual payments to Plaintiffs, a service payment to Representative Plaintiff Adams, and all Plaintiffs' attorney's fees and costs. The total settlement amount shall be paid within twelve (12) months of the Initial Payment, or no later than December 3, 2020 as follows:

- a. The individual payments and schedule for payments to Plaintiffs for all damages alleged in the Action are provided in the attached **Exhibit 1**. The Individual Payments and Schedule for Payments were calculated by Plaintiffs' Counsel and approved by the Company and are based proportionally on Representative and Opt-In Plaintiffs' alleged overtime damages during the Calculation Period.

One-half of the Individual Payments to the Plaintiffs will be treated as payment for wages, and the remainder as payment for statutory or liquidated damages. The Company will report to the IRS and issue to each Plaintiff an IRS Form W-2 for all amounts paid as wages under this Settlement and will issue an IRS Form 1099-Misc. to each Group Member for the other half paid as statutory damages under this Settlement.

The Company will determine the proper tax withholding amounts on the W-2 payments in accordance with each Plaintiff's previously elected wage withholding instructions, and the Company is responsible for payment of the employer's share of payroll taxes as required by law. No withholdings or deductions shall be made on the one-half of the payments being treated and paid as statutory damages, and no withholdings or deductions will be made on the Representative Award paid to Plaintiff Adams or the payments to her attorney for attorney's fees and costs. Plaintiffs agree to pay all taxes, if any, which may be deemed owing on any 1099 payments under this Settlement, and Plaintiffs agree to hold Releasees harmless with regard to any taxes deemed owing on any 1099 payments. Plaintiffs agree to accept the tax consequences of any IRS classifications of these settlement proceeds.

- b. **Schedule of Payments:**

- i. Within fourteen (14) days of the Agreement reached at mediation on November 19, 2019 and no later than December 3, 2019, the Parties will have executed this Agreement and the Company will have deposited or otherwise provided initial payments totaling the gross amount of Forty Thousand Dollars and 00/100 (\$40,000.00) (the "Initial Payment"), before ordinary tax withholdings / deductions on the W-2 wage payment portions as provided in 2(a) above and **Exhibit 1**. After payment of the Initial Payment, all subsequent payments will be paid in equal installments of Six Thousand Six Hundred Sixty-Six and 67/100 Dollars (\$6,666.67) over the period of twelve (12) months beginning on January 3, 2020 until December 3, 2020 when the balance shall be fully paid.

This Initial Payment, and all subsequent payments due and owing to Plaintiffs or their counsel prior to Court approval of this Agreement, will be provided to the Company's attorney Steven M. Brown ("Attorney Brown") to either be (i) deposited into his firm's IOLTA Trust Account (payments for attorney's fees and costs); or (ii) to be held, in trust, by Attorney Brown for the benefit of the Plaintiffs (all payments to Plaintiffs) and Plaintiffs' counsel until Court approval of this Agreement as further provided herein.

1. All W-2 wage payments to the Plaintiffs shall be in the form of payroll checks from either COEC or COEC Plus, payable to the individual Plaintiffs with ordinary tax withholdings / deductions made in accordance with each Plaintiff's previously elected wage withholding instructions. All such W-2 payments shall be made as provided in **Exhibit 1** and on the schedule provided therein and shall be provided to Attorney Brown to be held in trust for disbursement upon Court approval of the settlement as further discussed below.
2. All checks for statutory damages under this Settlement payable to Plaintiffs, and Representative Adams Service Award payment, shall have no withholdings or deductions made. Such payments to the Plaintiffs shall be in the form of payroll checks from either COEC or COEC Plus. These payments shall also be provided to Attorney Brown to be held in trust for disbursement upon Court approval of the settlement.
3. The portion of the Initial Payment, and each subsequent payment in **Exhibit 1**, owed for Plaintiffs' attorney's fees and costs shall be made by the Company payable to Attorney Brown's IOLTA Trust Account to be deposited into the same for holding in trust for the benefit of Plaintiff's attorneys for their fees and costs for disbursement upon Court approval of the settlement.

4. Upon receipt of all payments made by the Company to Plaintiffs by Attorney Brown pursuant to the schedule in **Exhibit 1**, Attorney Brown shall scan and provide copies of such checks to Plaintiffs' counsel within five (5) days of his receipt to confirm compliance with this Agreement and timely payment. For payments made by the Company to Attorney Brown's IOLTA Trust Account for Plaintiffs' attorneys fees and costs, Attorney Brown shall further confirm the clearing of such funds within five (5) days of his receiving such checks, in addition to providing copies of such checks as provided above. All original W-2 checks, 1099 checks, W-2's, 1099's and attorney fees checks to be issued by the Company will be provided to Plaintiffs' counsel, who will deliver said checks and tax forms to Plaintiffs.
- ii. Upon Court approval of this Agreement, Attorney Brown shall disburse to Plaintiffs' counsel (i) all funds paid by the Company to his firm's IOLTA Trust Account for Plaintiffs' attorneys fees and costs; and (ii) shall send Plaintiffs' counsel all checks payable to Plaintiffs being held by Attorney Brown in trust for W-2 / wage payments and 1099 / statutory damages payments. All remaining payments owing to Plaintiffs or their counsel that become due after Court approval of this Agreement shall be made by the Company directly to Plaintiffs' counsel on the schedule provided by **Exhibit 1** until the total sum of One-Hundred and Twenty Thousand Dollars and 00/100 (\$120,000.00) has been paid in full.
- iii. In the event any such checks become void due to the passage of time while the checks are being held in trust by Attorney Brown or being mailed to provide to Plaintiffs, such checks shall be returned to the Company for reissuance and the Company shall reissue the same within seven (7) days of receipt of the expired checks.
- c. The parties agree that the parties shall cause a Consent Judgement to be filed in the United States District Court for the Southern District of Ohio, *Adams, et al. v. Central Ohio Elderly Care, LLC, et al.* Case No. 2:18-cv-00134 in the form of **Exhibit 2** to this Agreement. Within fourteen (14) days of receipt of all payments provided in **Exhibit 1**, Plaintiffs' counsel shall move the Court to vacate the Judgment and dismiss the case with prejudice.
- d. Three Thousand (\$3,000) of the total settlement amount shall be paid to Representative Plaintiff Adams as a Service Payment in addition to any individual payments to be made to her as provided on **Exhibit 1**. No withholdings or deductions shall be made on the Service Payment and Representative Plaintiff Adams agrees to pay all taxes, if any, which may be

deemed owing on such payment. Plaintiffs agree to accept the tax consequences of any IRS classifications of these settlement proceeds. Plaintiffs agree to hold Defendants harmless with regard to all tax obligations deemed owing on any and all payments contemplated by this Agreement.

- e. Fifty-Six Thousand (\$56,000) of the total settlement amount shall be paid by separate check payable to Plaintiffs' counsel, Contreras Law, LLC, pursuant to a W-9 for all attorneys' fees and expenses incurred in the Action. No withholdings or deductions shall be made on such payment. This total settlement amount for attorneys' fees will be paid in installments as contemplated by **Exhibit 1**.

3. **Costs.** Each party shall bear all of the fees, costs, and expenses incurred by his, her or its own attorneys or advisors in connection with the action or this Agreement and the settlement it represents, except as otherwise provided in this agreement.

4. **General Release.** In exchange for receipt of all of the above-referenced payments and every payment provided in **Exhibit 1**, and as a material inducement to RELEASEES to enter into this Agreement, as against RELEASEES, Plaintiffs, on behalf of themselves and all opt-in Plaintiffs and similarly situated individuals, do hereby irrevocably and unconditionally release, discharge, compromise and settle any and all CLAIMS, demands, rights of action or obligation (including all attorneys' fees and costs actually incurred), matured or unmatured, of whatever nature and whether or not presently known that exist as of the execution date of this Agreement, including any CLAIMS made in this Case No. 2:18-cv-00134 and any other CLAIMS arising out of or relating to Plaintiffs' employment with any of the RELEASEES, under any federal, state or local law, common law, or statute, and further including but not limited to any and all CLAIMS which were or could have been alleged by Plaintiffs in the action or CLAIMS arising under and federal, state or common law, including Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, Ohio's anti-discrimination laws, Ohio common law, or otherwise, and any breach of contract claim.

Pursuant to the terms of the Older Worker's Benefit Protection Act, 29 U.S.C. §626, Plaintiffs acknowledge that they have been advised, in writing, through this Release and Settlement Agreement that they may consult with an attorney, and they did so, prior to executing this Settlement Agreement, and that they were given a period of twenty-one (21) days within which to consider signing this Agreement.

5. **No Admission of Liability.** Plaintiffs acknowledge and agree that this Agreement is a compromise of a disputed CLAIM, and any actions taken in connection with it do not constitute, and should not be understood as constituting, an acknowledgement, evidence, or an admission of liability or violation of any law or statute, the common law, or any agreement which exists or which allegedly may exist by and between Plaintiffs and the Company. The Company expressly denies and disclaims any liability to Plaintiffs and by entering into this Agreement intend merely to avoid further litigation.

6. **Court Approval Required.** The Parties acknowledge that this settlement is contingent upon Court approval of the settlement. The settlement will be voided in the event that the Court does not approve the settlement.

7. **Agreement Binding.** This Agreement is binding upon Plaintiffs and their heirs, administrators, representatives, executors, and assigns and shall inure to the benefit of the Company and to its heirs, administrators, representatives, executors, successors, and assigns.

8. **Entire Agreement.** This Agreement sets forth the entire agreement by and between the Parties and supersedes any and all prior agreements and understandings, whether written or oral between them. This Agreement shall not be modified except by written agreement duly executed by or on behalf of each of the parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. If any part of this Agreement shall be deemed invalid or unenforceable, all remaining parts shall remain binding and in full force and effect.

9. **No Waiver.** The failure of the Parties to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver thereof or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

10. **Rules of Construction.** No rules of construction against the drafter of this Agreement shall apply in any future proceeding related to the interpretation, enforcement or satisfaction of this Agreement or for any other purpose related to this Agreement.

11. **Miscellaneous.** Plaintiffs acknowledge that they are fully able and competent to enter into this Agreement, that they have read this Agreement in its entirety, that they have had an opportunity to review it with their attorney, and that their agreement to all of its provisions is made freely, voluntarily, and with full and complete knowledge and understanding of its contents. Plaintiffs also acknowledge and agree that, in signing this Agreement, they have not relied upon any representations made by the Company with regard to the subject matter, basis, or tax consequences—including the character or treatment of the settlement payment hereunder, or effect of this Agreement or otherwise, other than the obligations of the parties set forth in this Agreement.

Misti Adams  
Misti Adams (Jan 24, 2020)

MISTI ADAMS

Date: Jan 24, 2020

CENTRAL OHIO ELDERLY CARE,  
LLC

By: 

Title: Monaghan

Date: 1/30/2020

CENTRAL OHIO ELDERLY CARE  
PLUS, LLC

By: Osman Hassan

Title: Manager

Date: 1/30/2020

Osman Hassan  
OSMAN HASSAN, individually

Date: 1/30/2020



# **EXHIBIT 1**

**Schedule of Payments**

<u><b>Installment Payments</b></u>	<u><b>Attorneys' Fees and Costs</b></u>	<u><b>Class Members</b></u>
<p><b><u>First Installment:</u></b> \$40,000 (33 1/3% of total)</p> <p><b><u>Due Date: December 3, 2019</u></b></p>	<p>\$18,666.67 in Attorneys' Fees Payment to Contreras Law, LLC, 1099 payment with no deductions.</p> <p>Payment shall be made to Attorney Steve Brown's IOLTA account for holding in trust until settlement approval.</p>	<p>\$10,166.66 in <b>Wage</b> (W2 payments with normal withholdings) Payments as follows:</p> <p>Payments shall be in form of payroll checks made payable to Plaintiffs for holding in trust by Attorney Steve Brown until settlement approval.</p> <p>Hayes, Michelle</p> <ul style="list-style-type: none"><li>• \$773.32</li></ul> <p>Adams, Misti</p> <ul style="list-style-type: none"><li>• \$858.96</li></ul> <p>Imler, Lyn</p> <ul style="list-style-type: none"><li>• \$413.14</li></ul> <p>Culp, Morgan</p> <ul style="list-style-type: none"><li>• \$487.08</li></ul> <p>Kellam, Joann</p> <ul style="list-style-type: none"><li>• \$4,325.35</li></ul> <p>Wechwartz, Brooke</p> <ul style="list-style-type: none"><li>• \$87.13</li></ul> <p>Carr, Chantelle</p> <ul style="list-style-type: none"><li>• \$708.83</li></ul> <p>Webb, Taquoila</p> <ul style="list-style-type: none"><li>• \$519.81</li></ul> <p>Fisher, Kim</p> <ul style="list-style-type: none"><li>• \$37.41</li></ul> <p>Brown, Tonya</p> <ul style="list-style-type: none"><li>• \$106.67</li></ul>

**Schedule of Payments**

		<p>Cobb, Jean</p> <ul style="list-style-type: none"><li>• \$263.84</li></ul> <p>Price, Adrian</p> <ul style="list-style-type: none"><li>• \$1,483.23</li></ul> <p>Burns, Alisha</p> <ul style="list-style-type: none"><li>• \$101.89</li></ul>
<p><b><u>First Installment:</u></b> \$40,000 (33 1/3% of total)</p> <p><b><u>Due Date: December 3, 2019</u></b></p>		<p>\$11,166.67 in <b>Non-Wage</b> (1099 without deductions) Payments as follows:</p> <p>Payments shall be in form of payroll checks made payable to Plaintiffs for holding in trust by Attorney Steve Brown until settlement approval.</p> <p>Hayes, Michelle</p> <ul style="list-style-type: none"><li>• \$773.32</li></ul> <p>Adams, Misti</p> <ul style="list-style-type: none"><li>• \$1,858.97</li></ul> <p style="text-align: center;"><b>(Including \$1,000 for 1/3 of \$3,000 Service Award)</b></p> <p>Imler, Lyn</p> <ul style="list-style-type: none"><li>• \$413.14</li></ul> <p>Culp, Morgan</p> <ul style="list-style-type: none"><li>• \$487.08</li></ul> <p>Kellam, Joann</p> <ul style="list-style-type: none"><li>• \$4,325.35</li></ul> <p>Wechwartz, Brooke</p> <ul style="list-style-type: none"><li>• \$87.13</li></ul> <p>Carr, Chantelle</p> <ul style="list-style-type: none"><li>• \$708.83</li></ul> <p>Webb, Taquoila</p>

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<p><b><u>Second Installment:</u></b> \$6,666.67 (5.56% of total)</p> <p><b><u>Due Date: January 3, 2020</u></b></p>	<p>\$3,111.11 in Attorneys' Fees Payment to Contreras Law, LLC, 1099 payment with no deductions.</p> <p>Payment shall be made to Attorney Steve Brown's IOLTA account for holding in trust until settlement approval.</p>	<p>\$1,694.45 in <b>Wage</b> (W2 payments with normal withholdings) Payments as follows:</p> <p>Payments shall be in form of payroll checks made payable to Plaintiffs for holding in trust by Attorney Steve Brown until settlement approval.</p> <p>Hayes, Michelle<ul style="list-style-type: none"><li>• \$128.89</li></ul>Adams, Misti<ul style="list-style-type: none"><li>• \$143.16</li></ul>Imler, Lyn<ul style="list-style-type: none"><li>• \$68.86</li></ul>Culp, Morgan<ul style="list-style-type: none"><li>• \$81.18</li></ul>Kellam, Joann<ul style="list-style-type: none"><li>• \$720.89</li></ul>Wechwartz, Brooke</p>

**Schedule of Payments**

		<ul style="list-style-type: none"><li>• \$14.52</li></ul> <p>Carr, Chantelle</p> <ul style="list-style-type: none"><li>• \$118.14</li></ul> <p>Webb, Taquoila</p> <ul style="list-style-type: none"><li>• \$86.64</li></ul> <p>Fisher, Kim</p> <ul style="list-style-type: none"><li>• \$6.24</li></ul> <p>Brown, Tonya</p> <ul style="list-style-type: none"><li>• \$17.78</li></ul> <p>Cobb, Jean</p> <ul style="list-style-type: none"><li>• \$43.97</li></ul> <p>Price, Adrian</p> <ul style="list-style-type: none"><li>• \$247.21</li></ul> <p>Burns, Alisha</p> <ul style="list-style-type: none"><li>• \$16.98</li></ul>
<p><b><u>Second Installment:</u></b> \$6,666.67 (5.56% of total)</p> <p><b><u>Due Date: January 3, 2020</u></b></p>		<p>\$1,861.11 in <b>Non-Wage</b> (1099 without deductions) Payments as follows:</p> <p>Payments shall be in form of payroll checks made payable to Plaintiffs for holding in trust by Attorney Steve Brown until settlement approval.</p> <p>Hayes, Michelle</p> <ul style="list-style-type: none"><li>• \$128.89</li></ul> <p>Adams, Misti</p> <ul style="list-style-type: none"><li>• \$309.83</li></ul> <p style="text-align: right;"><b>(Including \$166.67 for Service Award)</b></p> <p>Imler, Lyn</p> <ul style="list-style-type: none"><li>• \$68.86</li></ul>

**Schedule of Payments**

		<p>Culp, Morgan</p> <ul style="list-style-type: none"><li>• \$81.18</li></ul> <p>Kellam, Joann</p> <ul style="list-style-type: none"><li>• \$720.89</li></ul> <p>Wechwartz, Brooke</p> <ul style="list-style-type: none"><li>• \$14.52</li></ul> <p>Carr, Chantelle</p> <ul style="list-style-type: none"><li>• \$118.14</li></ul> <p>Webb, Taquoila</p> <ul style="list-style-type: none"><li>• \$86.64</li></ul> <p>Fisher, Kim</p> <ul style="list-style-type: none"><li>• \$6.24</li></ul> <p>Brown, Tonya</p> <ul style="list-style-type: none"><li>• \$17.78</li></ul> <p>Cobb, Jean</p> <ul style="list-style-type: none"><li>• \$43.97</li></ul> <p>Price, Adrian</p> <ul style="list-style-type: none"><li>• \$247.21</li></ul> <p>Burns, Alisha</p> <ul style="list-style-type: none"><li>• \$16.98</li></ul>
<p><b><u>Third Installment:</u></b> \$6,666.67 (5.56% of total)</p> <p><b><u>Due Date: February 3, 2020</u></b></p>	<p>\$3,111.11 in Attorneys' Fees Payment to Contreras Law, LLC, 1099 payment with no deductions.</p> <p>Payment shall be made to Attorney Steve Brown's IOLTA account for holding in trust until settlement approval.</p>	<p>\$1,694.45 in <b>Wage</b> (W2 payments with normal withholdings) Payments as follows:</p> <p>Payments shall be in form of payroll checks made payable to Plaintiffs for holding in trust by Attorney Steve Brown until settlement approval.</p> <p>Hayes, Michelle</p> <ul style="list-style-type: none"><li>• \$128.89</li></ul>

*Schedule of Payments*

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**Schedule of Payments**

<p><b><u>Third Installment:</u></b> \$6,666.67 (5.56% of total)</p> <p><b><u>Due Date: February 3, 2020</u></b></p>		<p><b>\$1,861.11 in Non-Wage</b> (1099 without deductions) Payments as follows:</p> <p>Payments shall be in form of payroll checks made payable to Plaintiffs for holding in trust by Attorney Steve Brown until settlement approval.</p> <p>Hayes, Michelle</p> <ul style="list-style-type: none"><li>• \$128.89</li></ul> <p>Adams, Misti</p> <ul style="list-style-type: none"><li>• \$309.83</li></ul> <p style="text-align: right;"><b>(Including \$166.67 for Service Award)</b></p> <p>Imler, Lyn</p> <ul style="list-style-type: none"><li>• \$68.86</li></ul> <p>Culp, Morgan</p> <ul style="list-style-type: none"><li>• \$81.18</li></ul> <p>Kellam, Joann</p> <ul style="list-style-type: none"><li>• \$720.89</li></ul> <p>Wechwartz, Brooke</p> <ul style="list-style-type: none"><li>• \$14.52</li></ul> <p>Carr, Chantelle</p> <ul style="list-style-type: none"><li>• \$118.14</li></ul> <p>Webb, Taquoila</p> <ul style="list-style-type: none"><li>• \$86.64</li></ul> <p>Fisher, Kim</p> <ul style="list-style-type: none"><li>• \$6.24</li></ul> <p>Brown, Tonya</p> <ul style="list-style-type: none"><li>• \$17.78</li></ul> <p>Cobb, Jean</p>
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<p><b><u>Fourth Installment:</u></b> \$6,666.67 (5.56% of total)</p> <p><b><u>Due Date: March 3, 2020</u></b></p>	<p>\$3,111.11 in Attorneys' Fees Payment to Contreras Law, LLC, 1099 payment with no deductions.</p> <p>Payment shall be made to Attorney Steve Brown's IOLTA account for holding in trust until settlement approval.</p>	<p>\$1,694.45 in <b>Wage</b> (W2 payments with normal withholdings) Payments as follows:</p> <p>Payments shall be in form of payroll checks made payable to Plaintiffs for holding in trust by Attorney Steve Brown until settlement approval.</p> <p>Hayes, Michelle<ul style="list-style-type: none"><li>• \$128.89</li></ul></p> <p>Adams, Misti<ul style="list-style-type: none"><li>• \$143.16</li></ul></p> <p>Imler, Lyn<ul style="list-style-type: none"><li>• \$68.86</li></ul></p> <p>Culp, Morgan<ul style="list-style-type: none"><li>• \$81.18</li></ul></p> <p>Kellam, Joann<ul style="list-style-type: none"><li>• \$720.89</li></ul></p> <p>Wechwartz, Brooke<ul style="list-style-type: none"><li>• \$14.52</li></ul></p> <p>Carr, Chantelle<ul style="list-style-type: none"><li>• \$118.14</li></ul></p>

**Schedule of Payments**

		<p>Webb, Taquoila</p> <ul style="list-style-type: none"><li>• \$86.64</li></ul> <p>Fisher, Kim</p> <ul style="list-style-type: none"><li>• \$6.24</li></ul> <p>Brown, Tonya</p> <ul style="list-style-type: none"><li>• \$17.78</li></ul> <p>Cobb, Jean</p> <ul style="list-style-type: none"><li>• \$43.97</li></ul> <p>Price, Adrian</p> <ul style="list-style-type: none"><li>• \$247.21</li></ul> <p>Burns, Alisha</p> <ul style="list-style-type: none"><li>• \$16.98</li></ul>
<p><b><u>Fourth Installment:</u></b> \$6,666.67 (5.56% of total)</p> <p><b><u>Due Date: March 3, 2020</u></b></p>		<p>\$1,861.11 in <b>Non-Wage</b> (1099 without deductions) Payments as follows:</p> <p>Payments shall be in form of payroll checks made payable to Plaintiffs for holding in trust by Attorney Steve Brown until settlement approval.</p> <p>Hayes, Michelle</p> <ul style="list-style-type: none"><li>• \$128.89</li></ul> <p>Adams, Misti</p> <ul style="list-style-type: none"><li>• \$309.83</li></ul> <p style="text-align: right;"><b>(Including \$166.67 for Service Award)</b></p> <p>Imler, Lyn</p> <ul style="list-style-type: none"><li>• \$68.86</li></ul> <p>Culp, Morgan</p> <ul style="list-style-type: none"><li>• \$81.18</li></ul> <p>Kellam, Joann</p>

**Schedule of Payments**

		<ul style="list-style-type: none"><li>• \$720.89</li></ul> Wechwartz, Brooke <ul style="list-style-type: none"><li>• \$14.52</li></ul> Carr, Chantelle <ul style="list-style-type: none"><li>• \$118.14</li></ul> Webb, Taquoilal <ul style="list-style-type: none"><li>• \$86.64</li></ul> Fisher, Kim <ul style="list-style-type: none"><li>• \$6.24</li></ul> Brown, Tonya <ul style="list-style-type: none"><li>• \$17.78</li></ul> Cobb, Jean <ul style="list-style-type: none"><li>• \$43.97</li></ul> Price, Adrian <ul style="list-style-type: none"><li>• \$247.21</li></ul> Burns, Alisha <ul style="list-style-type: none"><li>• \$16.98</li></ul>
<p><b><u>Fifth Installment:</u></b> \$6,666.67 (5.56% of total)</p> <p><b><u>Due Date: April 3, 2020</u></b></p>	<p>\$3,111.11 in Attorneys' Fees Payment to Contreras Law, LLC, 1099 payment with no deductions.</p> <p>Payment shall be made to Attorney Steve Brown's IOLTA account for holding in trust until settlement approval.</p>	<p>\$1,694.45 in <b>Wage</b> (W2 payments with normal withholdings) Payments as follows:</p> <p>Payments shall be in form of payroll checks made payable to Plaintiffs for holding in trust by Attorney Steve Brown until settlement approval.</p> <p>Hayes, Michelle<ul style="list-style-type: none"><li>• \$128.89</li></ul>Adams, Misti<ul style="list-style-type: none"><li>• \$143.16</li></ul>Imler, Lyn</p>

**Schedule of Payments**

		<ul style="list-style-type: none"><li>• \$68.86</li></ul> Culp, Morgan <ul style="list-style-type: none"><li>• \$81.18</li></ul> Kellam, Joann <ul style="list-style-type: none"><li>• \$720.89</li></ul> Wechwartz, Brooke <ul style="list-style-type: none"><li>• \$14.52</li></ul> Carr, Chantelle <ul style="list-style-type: none"><li>• \$118.14</li></ul> Webb, Taquoila <ul style="list-style-type: none"><li>• \$86.64</li></ul> Fisher, Kim <ul style="list-style-type: none"><li>• \$6.24</li></ul> Brown, Tonya <ul style="list-style-type: none"><li>• \$17.78</li></ul> Cobb, Jean <ul style="list-style-type: none"><li>• \$43.97</li></ul> Price, Adrian <ul style="list-style-type: none"><li>• \$247.21</li></ul> Burns, Alisha <ul style="list-style-type: none"><li>• \$16.98</li></ul>
<p><b><u>Fifth Installment:</u></b> \$6,666.67 (5.56% of total)</p> <p><b><u>Due Date: April 3, 2020</u></b></p>		<p>\$1,861.11 in <b>Non-Wage</b> (1099 without deductions) Payments as follows:</p> <p>Payments shall be in form of payroll checks made payable to Plaintiffs for holding in trust by Attorney Steve Brown until settlement approval.</p> <p>Hayes, Michelle<ul style="list-style-type: none"><li>• \$128.89</li></ul></p>

**Schedule of Payments**

		<p>Adams, Misti</p> <ul style="list-style-type: none"><li>• \$309.83</li></ul> <p><b>(Including \$166.67 for Service Award)</b></p> <p>Imler, Lyn</p> <ul style="list-style-type: none"><li>• \$68.86</li></ul> <p>Culp, Morgan</p> <ul style="list-style-type: none"><li>• \$81.18</li></ul> <p>Kellam, Joann</p> <ul style="list-style-type: none"><li>• \$720.89</li></ul> <p>Wechwartz, Brooke</p> <ul style="list-style-type: none"><li>• \$14.52</li></ul> <p>Carr, Chantelle</p> <ul style="list-style-type: none"><li>• \$118.14</li></ul> <p>Webb, Taquoila</p> <ul style="list-style-type: none"><li>• \$86.64</li></ul> <p>Fisher, Kim</p> <ul style="list-style-type: none"><li>• \$6.24</li></ul> <p>Brown, Tonya</p> <ul style="list-style-type: none"><li>• \$17.78</li></ul> <p>Cobb, Jean</p> <ul style="list-style-type: none"><li>• \$43.97</li></ul> <p>Price, Adrian</p> <ul style="list-style-type: none"><li>• \$247.21</li></ul> <p>Burns, Alisha</p> <ul style="list-style-type: none"><li>• \$16.98</li></ul>
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**Schedule of Payments**

<b><u>Sixth Installment:</u></b> \$6,666.67 (5.56% of total)  <b><u>Due Date: May 3, 2020</u></b>	<p>\$3,111.11 in Attorneys' Fees Payment to Contreras Law, LLC, 1099 payment with no deductions.</p> <p>Payment shall be made to Attorney Steve Brown's IOLTA account for holding in trust until settlement approval.</p>	<p>\$1,694.45 in <b>Wage</b> (W2 payments with normal withholdings) Payments as follows:</p> <p>Payments shall be in form of payroll checks made payable to Plaintiffs for holding in trust by Attorney Steve Brown until settlement approval.</p> <p>Hayes, Michelle</p> <ul style="list-style-type: none"><li>• \$128.89</li></ul> <p>Adams, Misti</p> <ul style="list-style-type: none"><li>• \$143.16</li></ul> <p>Imler, Lyn</p> <ul style="list-style-type: none"><li>• \$68.86</li></ul> <p>Culp, Morgan</p> <ul style="list-style-type: none"><li>• \$81.18</li></ul> <p>Kellam, Joann</p> <ul style="list-style-type: none"><li>• \$720.89</li></ul> <p>Wechwartz, Brooke</p> <ul style="list-style-type: none"><li>• \$14.52</li></ul> <p>Carr, Chantelle</p> <ul style="list-style-type: none"><li>• \$118.14</li></ul> <p>Webb, Taquoila</p> <ul style="list-style-type: none"><li>• \$86.64</li></ul> <p>Fisher, Kim</p> <ul style="list-style-type: none"><li>• \$6.24</li></ul> <p>Brown, Tonya</p> <ul style="list-style-type: none"><li>• \$17.78</li></ul> <p>Cobb, Jean</p> <ul style="list-style-type: none"><li>• \$43.97</li></ul>
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**Schedule of Payments**

		<p>Price, Adrian</p> <ul style="list-style-type: none"><li>• \$247.21</li></ul> <p>Burns, Alisha</p> <ul style="list-style-type: none"><li>• \$16.98</li></ul>
<p><b><u>Sixth Installment:</u></b> \$6,666.67 (5.56% of total)</p> <p><b><u>Due Date: May 3, 2020</u></b></p>		<p>\$1,861.11 in <b>Non-Wage</b> (1099 without deductions) Payments as follows:</p> <p>Payments shall be in form of payroll checks made payable to Plaintiffs for holding in trust by Attorney Steve Brown until settlement approval.</p> <p>Hayes, Michelle</p> <ul style="list-style-type: none"><li>• \$128.89</li></ul> <p>Adams, Misti</p> <ul style="list-style-type: none"><li>• \$309.83</li></ul> <p style="text-align: center;"><b>(Including \$166.67 for Service Award)</b></p> <p>Imler, Lyn</p> <ul style="list-style-type: none"><li>• \$68.86</li></ul> <p>Culp, Morgan</p> <ul style="list-style-type: none"><li>• \$81.18</li></ul> <p>Kellam, Joann</p> <ul style="list-style-type: none"><li>• \$720.89</li></ul> <p>Wechwartz, Brooke</p> <ul style="list-style-type: none"><li>• \$14.52</li></ul> <p>Carr, Chantelle</p> <ul style="list-style-type: none"><li>• \$118.14</li></ul> <p>Webb, Taquoila</p> <ul style="list-style-type: none"><li>• \$86.64</li></ul>

**Schedule of Payments**

		<p>Fisher, Kim</p> <ul style="list-style-type: none"><li>• \$6.24</li></ul> <p>Brown, Tonya</p> <ul style="list-style-type: none"><li>• \$17.78</li></ul> <p>Cobb, Jean</p> <ul style="list-style-type: none"><li>• \$43.97</li></ul> <p>Price, Adrian</p> <ul style="list-style-type: none"><li>• \$247.21</li></ul> <p>Burns, Alisha</p> <ul style="list-style-type: none"><li>• \$16.98</li></ul>
<p><b><u>Seventh Installment:</u></b> \$6,666.67 (5.56% of total)</p> <p><b><u>Due Date: June 3, 2020</u></b></p>	<p>\$3,111.11 in Attorneys' Fees Payment to Contreras Law, LLC, 1099 payment with no deductions.</p> <p>Payment shall be made to Attorney Steve Brown's IOLTA account for holding in trust until settlement approval.</p>	<p>\$1,694.45 in <b>Wage</b> (W2 payments with normal withholdings) Payments as follows:</p> <p>Payments shall be in form of payroll checks made payable to Plaintiffs for holding in trust by Attorney Steve Brown until settlement approval.</p> <p>Hayes, Michelle</p> <ul style="list-style-type: none"><li>• \$128.89</li></ul> <p>Adams, Misti</p> <ul style="list-style-type: none"><li>• \$143.16</li></ul> <p>Imler, Lyn</p> <ul style="list-style-type: none"><li>• \$68.86</li></ul> <p>Culp, Morgan</p> <ul style="list-style-type: none"><li>• \$81.18</li></ul> <p>Kellam, Joann</p> <ul style="list-style-type: none"><li>• \$720.89</li></ul> <p>Wechwartz, Brooke</p> <ul style="list-style-type: none"><li>• \$14.52</li></ul>



**Schedule of Payments**

		<p>Carr, Chantelle</p> <ul style="list-style-type: none"><li>• \$118.14</li></ul> <p>Webb, Taquoila</p> <ul style="list-style-type: none"><li>• \$86.64</li></ul> <p>Fisher, Kim</p> <ul style="list-style-type: none"><li>• \$6.24</li></ul> <p>Brown, Tonya</p> <ul style="list-style-type: none"><li>• \$17.78</li></ul> <p>Cobb, Jean</p> <ul style="list-style-type: none"><li>• \$43.97</li></ul> <p>Price, Adrian</p> <ul style="list-style-type: none"><li>• \$247.21</li></ul> <p>Burns, Alisha</p> <ul style="list-style-type: none"><li>• \$16.98</li></ul>
<p><b><u>Seventh Installment:</u></b> \$6,666.67 (5.56% of total)</p> <p><b><u>Due Date: June 3, 2020</u></b></p>		<p>\$1,861.11 in <b>Non-Wage</b> (1099 without deductions) Payments as follows:</p> <p>Payments shall be in form of payroll checks made payable to Plaintiffs for holding in trust by Attorney Steve Brown until settlement approval.</p> <p>Hayes, Michelle</p> <ul style="list-style-type: none"><li>• \$128.89</li></ul> <p>Adams, Misti</p> <ul style="list-style-type: none"><li>• \$309.83</li></ul> <p style="text-align: center;"><b>(Including \$166.67 for Service Award)</b></p> <p>Imler, Lyn</p> <ul style="list-style-type: none"><li>• \$68.86</li></ul> <p>Culp, Morgan</p>

**Schedule of Payments**

		<ul style="list-style-type: none"><li>• \$81.18</li></ul> Kellam, Joann <ul style="list-style-type: none"><li>• \$720.89</li></ul> Wechwartz, Brooke <ul style="list-style-type: none"><li>• \$14.52</li></ul> Carr, Chantelle <ul style="list-style-type: none"><li>• \$118.14</li></ul> Webb, Taquoilal <ul style="list-style-type: none"><li>• \$86.64</li></ul> Fisher, Kim <ul style="list-style-type: none"><li>• \$6.24</li></ul> Brown, Tonya <ul style="list-style-type: none"><li>• \$17.78</li></ul> Cobb, Jean <ul style="list-style-type: none"><li>• \$43.97</li></ul> Price, Adrian <ul style="list-style-type: none"><li>• \$247.21</li></ul> Burns, Alisha <ul style="list-style-type: none"><li>• \$16.98</li></ul>
<p><b><u>Eighth Installment:</u></b> \$6,666.67 (5.56% of total)</p> <p><b><u>Due Date: July 3, 2020</u></b></p>	<p>\$3,111.11 in Attorneys' Fees Payment to Contreras Law, LLC, 1099 payment with no deductions.</p> <p>Payment shall be made to Attorney Steve Brown's IOLTA account for holding in trust until settlement approval.</p>	<p>\$1,694.45 in <b>Wage</b> (W2 payments with normal withholdings) Payments as follows:</p> <p>Payments shall be in form of payroll checks made payable to Plaintiffs for holding in trust by Attorney Steve Brown until settlement approval.</p> <p>Hayes, Michelle<ul style="list-style-type: none"><li>• \$128.89</li></ul></p>

*Schedule of Payments*

		<p>Adams, Misti</p> <ul style="list-style-type: none"><li>• \$143.16</li></ul> <p>Imler, Lyn</p> <ul style="list-style-type: none"><li>• \$68.86</li></ul> <p>Culp, Morgan</p> <ul style="list-style-type: none"><li>• \$81.18</li></ul> <p>Kellam, Joann</p> <ul style="list-style-type: none"><li>• \$720.89</li></ul> <p>Wechwartz, Brooke</p> <ul style="list-style-type: none"><li>• \$14.52</li></ul> <p>Carr, Chantelle</p> <ul style="list-style-type: none"><li>• \$118.14</li></ul> <p>Webb, Taquoila</p> <ul style="list-style-type: none"><li>• \$86.64</li></ul> <p>Fisher, Kim</p> <ul style="list-style-type: none"><li>• \$6.24</li></ul> <p>Brown, Tonya</p> <ul style="list-style-type: none"><li>• \$17.78</li></ul> <p>Cobb, Jean</p> <ul style="list-style-type: none"><li>• \$43.97</li></ul> <p>Price, Adrian</p> <ul style="list-style-type: none"><li>• \$247.21</li></ul> <p>Burns, Alisha</p> <ul style="list-style-type: none"><li>• \$16.98</li></ul>
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**Schedule of Payments**

<p><b><u>Eighth Installment:</u></b> \$6,666.67 (5.56% of total)</p> <p><b><u>Due Date: July 3, 2020</u></b></p>		<p>\$1,861.11 in <b>Non-Wage</b> (1099 without deductions) Payments as follows:</p> <p>Payments shall be in form of payroll checks made payable to Plaintiffs for holding in trust by Attorney Steve Brown until settlement approval.</p> <p>Hayes, Michelle</p> <ul style="list-style-type: none"><li>• \$128.89</li></ul> <p>Adams, Misti</p> <ul style="list-style-type: none"><li>• \$309.83</li></ul> <p style="text-align: right;"><b>(Including \$166.67 for Service Award)</b></p> <p>Imler, Lyn</p> <ul style="list-style-type: none"><li>• \$68.86</li></ul> <p>Culp, Morgan</p> <ul style="list-style-type: none"><li>• \$81.18</li></ul> <p>Kellam, Joann</p> <ul style="list-style-type: none"><li>• \$720.89</li></ul> <p>Wechwartz, Brooke</p> <ul style="list-style-type: none"><li>• \$14.52</li></ul> <p>Carr, Chantelle</p> <ul style="list-style-type: none"><li>• \$118.14</li></ul> <p>Webb, Taquoila</p> <ul style="list-style-type: none"><li>• \$86.64</li></ul> <p>Fisher, Kim</p> <ul style="list-style-type: none"><li>• \$6.24</li></ul> <p>Brown, Tonya</p> <ul style="list-style-type: none"><li>• \$17.78</li></ul> <p>Cobb, Jean</p>
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**Schedule of Payments**

		<ul style="list-style-type: none"><li>• \$43.97</li></ul> Price, Adrian <ul style="list-style-type: none"><li>• \$247.21</li></ul> Burns, Alisha <ul style="list-style-type: none"><li>• \$16.98</li></ul>
<p><b><u>Ninth Installment:</u></b> \$6,666.67 (5.56% of total)</p> <p><b><u>Due Date: August 3, 2020</u></b></p>	<p>\$3,111.11 in Attorneys' Fees Payment to Contreras Law, LLC, 1099 payment with no deductions.</p> <p>Payment shall be made to Attorney Steve Brown's IOLTA account for holding in trust until settlement approval.</p>	<p>\$1,694.45 in <b>Wage</b> (W2 payments with normal withholdings) Payments as follows:</p> <p>Payments shall be in form of payroll checks made payable to Plaintiffs for holding in trust by Attorney Steve Brown until settlement approval.</p> <p>Hayes, Michelle<ul style="list-style-type: none"><li>• \$128.89</li></ul>Adams, Misti<ul style="list-style-type: none"><li>• \$143.16</li></ul>Imler, Lyn<ul style="list-style-type: none"><li>• \$68.86</li></ul>Culp, Morgan<ul style="list-style-type: none"><li>• \$81.18</li></ul>Kellam, Joann<ul style="list-style-type: none"><li>• \$720.89</li></ul>Wechwartz, Brooke<ul style="list-style-type: none"><li>• \$14.52</li></ul>Carr, Chantelle<ul style="list-style-type: none"><li>• \$118.14</li></ul></p>

**Schedule of Payments**

		<p>Webb, Taquoila</p> <ul style="list-style-type: none"><li>• \$86.64</li></ul> <p>Fisher, Kim</p> <ul style="list-style-type: none"><li>• \$6.24</li></ul> <p>Brown, Tonya</p> <ul style="list-style-type: none"><li>• \$17.78</li></ul> <p>Cobb, Jean</p> <ul style="list-style-type: none"><li>• \$43.97</li></ul> <p>Price, Adrian</p> <ul style="list-style-type: none"><li>• \$247.21</li></ul> <p>Burns, Alisha</p> <ul style="list-style-type: none"><li>• \$16.98</li></ul>
<p><b><u>Ninth Installment:</u></b> \$6,666.67 (5.56% of total)</p> <p><b><u>Due Date: August 3, 2020</u></b></p>		<p>\$1,861.11 in <b>Non-Wage</b> (1099 without deductions) Payments as follows:</p> <p>Payments shall be in form of payroll checks made payable to Plaintiffs for holding in trust by Attorney Steve Brown until settlement approval.</p> <p>Hayes, Michelle</p> <ul style="list-style-type: none"><li>• \$128.89</li></ul> <p>Adams, Misti</p> <ul style="list-style-type: none"><li>• \$309.83</li></ul> <p style="text-align: right;"><b>(Including \$166.67 for Service Award)</b></p> <p>Imler, Lyn</p> <ul style="list-style-type: none"><li>• \$68.86</li></ul> <p>Culp, Morgan</p> <ul style="list-style-type: none"><li>• \$81.18</li></ul> <p>Kellam, Joann</p>

**Schedule of Payments**

		<ul style="list-style-type: none"> <li>• \$720.89</li> </ul> <p>Wechwartz, Brooke</p> <ul style="list-style-type: none"> <li>• \$14.52</li> </ul> <p>Carr, Chantelle</p> <ul style="list-style-type: none"> <li>• \$118.14</li> </ul> <p>Webb, Taquoila</p> <ul style="list-style-type: none"> <li>• \$86.64</li> </ul> <p>Fisher, Kim</p> <ul style="list-style-type: none"> <li>• \$6.24</li> </ul> <p>Brown, Tonya</p> <ul style="list-style-type: none"> <li>• \$17.78</li> </ul> <p>Cobb, Jean</p> <ul style="list-style-type: none"> <li>• \$43.97</li> </ul> <p>Price, Adrian</p> <ul style="list-style-type: none"> <li>• \$247.21</li> </ul> <p>Burns, Alisha</p> <ul style="list-style-type: none"> <li>• \$16.98</li> </ul>
<p><b><u>Tenth Installment:</u></b> \$6,666.67 (5.56% of total)</p> <p><b><u>Due Date: September 3, 2020</u></b></p>	<p>\$3,111.11 in Attorneys' Fees Payment to Contreras Law, LLC, 1099 payment with no deductions.</p> <p>Payment shall be made to Attorney Steve Brown's IOLTA account for holding in trust until settlement approval.</p>	<p>\$1,694.45 in <b>Wage</b> (W2 payments with normal withholdings) Payments as follows:</p> <p>Payments shall be in form of payroll checks made payable to Plaintiffs for holding in trust by Attorney Steve Brown until settlement approval.</p> <p>Hayes, Michelle</p> <ul style="list-style-type: none"> <li>• \$128.89</li> </ul> <p>Adams, Misti</p> <ul style="list-style-type: none"> <li>• \$143.16</li> </ul> <p>Imler, Lyn</p>

**Schedule of Payments**

		<ul style="list-style-type: none"><li>• \$68.86</li></ul> Culp, Morgan <ul style="list-style-type: none"><li>• \$81.18</li></ul> Kellam, Joann <ul style="list-style-type: none"><li>• \$720.89</li></ul> Wechwartz, Brooke <ul style="list-style-type: none"><li>• \$14.52</li></ul> Carr, Chantelle <ul style="list-style-type: none"><li>• \$118.14</li></ul> Webb, Taquoila <ul style="list-style-type: none"><li>• \$86.64</li></ul> Fisher, Kim <ul style="list-style-type: none"><li>• \$6.24</li></ul> Brown, Tonya <ul style="list-style-type: none"><li>• \$17.78</li></ul> Cobb, Jean <ul style="list-style-type: none"><li>• \$43.97</li></ul> Price, Adrian <ul style="list-style-type: none"><li>• \$247.21</li></ul> Burns, Alisha <ul style="list-style-type: none"><li>• \$16.98</li></ul>
<p><b><u>Tenth Installment:</u></b> \$6,666.67 (5.56% of total)</p> <p><b><u>Due Date: September 3, 2020</u></b></p>		<p>\$1,861.11 in <b>Non-Wage</b> (1099 without deductions) Payments as follows:</p> <p>Payments shall be in form of payroll checks made payable to Plaintiffs for holding in trust by Attorney Steve Brown until settlement approval.</p> <p>Hayes, Michelle<ul style="list-style-type: none"><li>• \$128.89</li></ul></p>



**Schedule of Payments**

		<p>Adams, Misti</p> <ul style="list-style-type: none"><li>• \$309.83</li></ul> <p><b>(Including \$166.67 for Service Award)</b></p> <p>Imler, Lyn</p> <ul style="list-style-type: none"><li>• \$68.86</li></ul> <p>Culp, Morgan</p> <ul style="list-style-type: none"><li>• \$81.18</li></ul> <p>Kellam, Joann</p> <ul style="list-style-type: none"><li>• \$720.89</li></ul> <p>Wechwartz, Brooke</p> <ul style="list-style-type: none"><li>• \$14.52</li></ul> <p>Carr, Chantelle</p> <ul style="list-style-type: none"><li>• \$118.14</li></ul> <p>Webb, Taquoila</p> <ul style="list-style-type: none"><li>• \$86.64</li></ul> <p>Fisher, Kim</p> <ul style="list-style-type: none"><li>• \$6.24</li></ul> <p>Brown, Tonya</p> <ul style="list-style-type: none"><li>• \$17.78</li></ul> <p>Cobb, Jean</p> <ul style="list-style-type: none"><li>• \$43.97</li></ul> <p>Price, Adrian</p> <ul style="list-style-type: none"><li>• \$247.21</li></ul> <p>Burns, Alisha</p> <ul style="list-style-type: none"><li>• \$16.98</li></ul>
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**Schedule of Payments**

<b><u>Eleventh Installment:</u></b> \$6,666.67 (5.56% of total)  <b><u>Due Date: October 3, 2020</u></b>	\$3,111.11 in Attorneys' Fees Payment to Contreras Law, LLC, 1099 payment with no deductions.  Payment shall be made to Attorney Steve Brown's IOLTA account for holding in trust until settlement approval.	\$1,694.45 in <b>Wage</b> (W2 payments with normal withholdings) Payments as follows:  Payments shall be in form of payroll checks made payable to Plaintiffs for holding in trust by Attorney Steve Brown until settlement approval.  Hayes, Michelle <ul style="list-style-type: none"><li>• \$128.89</li></ul> Adams, Misti <ul style="list-style-type: none"><li>• \$143.16</li></ul> Imler, Lyn <ul style="list-style-type: none"><li>• \$68.86</li></ul> Culp, Morgan <ul style="list-style-type: none"><li>• \$81.18</li></ul> Kellam, Joann <ul style="list-style-type: none"><li>• \$720.89</li></ul> Wechwartz, Brooke <ul style="list-style-type: none"><li>• \$14.52</li></ul> Carr, Chantelle <ul style="list-style-type: none"><li>• \$118.14</li></ul> Webb, Taquoila <ul style="list-style-type: none"><li>• \$86.64</li></ul> Fisher, Kim <ul style="list-style-type: none"><li>• \$6.24</li></ul> Brown, Tonya <ul style="list-style-type: none"><li>• \$17.78</li></ul> Cobb, Jean <ul style="list-style-type: none"><li>• \$43.97</li></ul>
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**Schedule of Payments**

		<p>Price, Adrian</p> <ul style="list-style-type: none"><li>• \$247.21</li></ul> <p>Burns, Alisha</p> <ul style="list-style-type: none"><li>• \$16.98</li></ul>
<p><b><u>Eleventh Installment:</u></b> \$6,666.67 (5.56% of total)</p> <p><b><u>Due Date: October 3, 2020</u></b></p>		<p>\$1,861.11 in <b>Non-Wage</b> (1099 without deductions) Payments as follows:</p> <p>Payments shall be in form of payroll checks made payable to Plaintiffs for holding in trust by Attorney Steve Brown until settlement approval.</p> <p>Hayes, Michelle</p> <ul style="list-style-type: none"><li>• \$128.89</li></ul> <p>Adams, Misti</p> <ul style="list-style-type: none"><li>• \$309.83</li></ul> <p style="text-align: center;"><b>(Including \$166.67 for Service Award)</b></p> <p>Imler, Lyn</p> <ul style="list-style-type: none"><li>• \$68.86</li></ul> <p>Culp, Morgan</p> <ul style="list-style-type: none"><li>• \$81.18</li></ul> <p>Kellam, Joann</p> <ul style="list-style-type: none"><li>• \$720.89</li></ul> <p>Wechwartz, Brooke</p> <ul style="list-style-type: none"><li>• \$14.52</li></ul> <p>Carr, Chantelle</p> <ul style="list-style-type: none"><li>• \$118.14</li></ul> <p>Webb, Taquoila</p> <ul style="list-style-type: none"><li>• \$86.64</li></ul>

**Schedule of Payments**

		<p>Fisher, Kim</p> <ul style="list-style-type: none"><li>• \$6.24</li></ul> <p>Brown, Tonya</p> <ul style="list-style-type: none"><li>• \$17.78</li></ul> <p>Cobb, Jean</p> <ul style="list-style-type: none"><li>• \$43.97</li></ul> <p>Price, Adrian</p> <ul style="list-style-type: none"><li>• \$247.21</li></ul> <p>Burns, Alisha</p> <ul style="list-style-type: none"><li>• \$16.98</li></ul>
<p><b><u>Twelfth Installment:</u></b> \$6,666.67 (5.56% of total)</p> <p><b><u>Due Date: November 3, 2020</u></b></p>	<p>\$3,111.11 in Attorneys' Fees Payment to Contreras Law, LLC, 1099 payment with no deductions.</p> <p>Payment shall be made to Attorney Steve Brown's IOLTA account for holding in trust until settlement approval.</p>	<p>\$1,694.45 in <b>Wage</b> (W2 payments with normal withholdings) Payments as follows:</p> <p>Payments shall be in form of payroll checks made payable to Plaintiffs for holding in trust by Attorney Steve Brown until settlement approval.</p> <p>Hayes, Michelle</p> <ul style="list-style-type: none"><li>• \$128.89</li></ul> <p>Adams, Misti</p> <ul style="list-style-type: none"><li>• \$143.16</li></ul> <p>Imler, Lyn</p> <ul style="list-style-type: none"><li>• \$68.86</li></ul> <p>Culp, Morgan</p> <ul style="list-style-type: none"><li>• \$81.18</li></ul> <p>Kellam, Joann</p> <ul style="list-style-type: none"><li>• \$720.89</li></ul> <p>Wechwartz, Brooke</p> <ul style="list-style-type: none"><li>• \$14.52</li></ul>

**Schedule of Payments**

		<p>Carr, Chantelle</p> <ul style="list-style-type: none"><li>• \$118.14</li></ul> <p>Webb, Taquoila</p> <ul style="list-style-type: none"><li>• \$86.64</li></ul> <p>Fisher, Kim</p> <ul style="list-style-type: none"><li>• \$6.24</li></ul> <p>Brown, Tonya</p> <ul style="list-style-type: none"><li>• \$17.78</li></ul> <p>Cobb, Jean</p> <ul style="list-style-type: none"><li>• \$43.97</li></ul> <p>Price, Adrian</p> <ul style="list-style-type: none"><li>• \$247.21</li></ul> <p>Burns, Alisha</p> <ul style="list-style-type: none"><li>• \$16.98</li></ul>
<p><b><u>Twelfth Installment:</u></b> \$6,666.67 (5.56% of total)</p> <p><b><u>Due Date: November 3, 2020</u></b></p>		<p>\$1,861.11 in <b>Non-Wage</b> (1099 without deductions) Payments as follows:</p> <p>Payments shall be in form of payroll checks made payable to Plaintiffs for holding in trust by Attorney Steve Brown until settlement approval.</p> <p>Hayes, Michelle</p> <ul style="list-style-type: none"><li>• \$128.89</li></ul> <p>Adams, Misti</p> <ul style="list-style-type: none"><li>• \$309.83</li></ul> <p style="text-align: center;"><b>(Including \$166.67 for Service Award)</b></p> <p>Imler, Lyn</p> <ul style="list-style-type: none"><li>• \$68.86</li></ul> <p>Culp, Morgan</p>

**Schedule of Payments**

		<ul style="list-style-type: none"> <li>• \$81.18</li> </ul> <p>Kellam, Joann</p> <ul style="list-style-type: none"> <li>• \$720.89</li> </ul> <p>Wechwartz, Brooke</p> <ul style="list-style-type: none"> <li>• \$14.52</li> </ul> <p>Carr, Chantelle</p> <ul style="list-style-type: none"> <li>• \$118.14</li> </ul> <p>Webb, Taquoila</p> <ul style="list-style-type: none"> <li>• \$86.64</li> </ul> <p>Fisher, Kim</p> <ul style="list-style-type: none"> <li>• \$6.24</li> </ul> <p>Brown, Tonya</p> <ul style="list-style-type: none"> <li>• \$17.78</li> </ul> <p>Cobb, Jean</p> <ul style="list-style-type: none"> <li>• \$43.97</li> </ul> <p>Price, Adrian</p> <ul style="list-style-type: none"> <li>• \$247.21</li> </ul> <p>Burns, Alisha</p> <ul style="list-style-type: none"> <li>• \$16.98</li> </ul>
<p><b><u>Thirteenth Installment:</u></b> \$6,666.67 (5.56% of total)</p> <p><b><u>Due Date: December 3, 2020</u></b></p>	<p>\$3,111.11 in Attorneys' Fees Payment to Contreras Law, LLC, 1099 payment with no deductions.</p> <p>Payment shall be made to Attorney Steve Brown's IOLTA account for holding in trust until settlement approval.</p>	<p>\$1,694.45 in <b>Wage</b> (W2 payments with normal withholdings) Payments as follows:</p> <p>Payments shall be in form of payroll checks made payable to Plaintiffs for holding in trust by Attorney Steve Brown until settlement approval.</p> <p>Hayes, Michelle</p> <ul style="list-style-type: none"> <li>• \$128.89</li> </ul> <p>Adams, Misti</p>

*Schedule of Payments*

		<ul style="list-style-type: none"><li>• \$143.16</li></ul> <p>Imler, Lyn</p> <ul style="list-style-type: none"><li>• \$68.86</li></ul> <p>Culp, Morgan</p> <ul style="list-style-type: none"><li>• \$81.18</li></ul> <p>Kellam, Joann</p> <ul style="list-style-type: none"><li>• \$720.89</li></ul> <p>Wechwartz, Brooke</p> <ul style="list-style-type: none"><li>• \$14.52</li></ul> <p>Carr, Chantelle</p> <ul style="list-style-type: none"><li>• \$118.14</li></ul> <p>Webb, Taquoila</p> <ul style="list-style-type: none"><li>• \$86.64</li></ul> <p>Fisher, Kim</p> <ul style="list-style-type: none"><li>• \$6.24</li></ul> <p>Brown, Tonya</p> <ul style="list-style-type: none"><li>• \$17.78</li></ul> <p>Cobb, Jean</p> <ul style="list-style-type: none"><li>• \$43.97</li></ul> <p>Price, Adrian</p> <ul style="list-style-type: none"><li>• \$247.21</li></ul> <p>Burns, Alisha</p> <ul style="list-style-type: none"><li>• \$16.98</li></ul>
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**Schedule of Payments**

<p><b><u>Thirteenth Installment:</u></b> \$6,666.67 (5.56% of total)</p> <p><b><u>Due Date: December 3, 2020</u></b></p>		<p>\$1,861.11 in <b>Non-Wage</b> (1099 without deductions) Payments as follows:</p> <p>Payments shall be in form of payroll checks made payable to Plaintiffs for holding in trust by Attorney Steve Brown until settlement approval.</p> <p>Hayes, Michelle</p> <ul style="list-style-type: none"><li>• \$128.89</li></ul> <p>Adams, Misti</p> <ul style="list-style-type: none"><li>• \$309.79</li></ul> <p style="text-align: right;"><b>(Including \$166.67 for Service Award)</b></p> <p>Imler, Lyn</p> <ul style="list-style-type: none"><li>• \$68.86</li></ul> <p>Culp, Morgan</p> <ul style="list-style-type: none"><li>• \$81.18</li></ul> <p>Kellam, Joann</p> <ul style="list-style-type: none"><li>• \$720.89</li></ul> <p>Wechwartz, Brooke</p> <ul style="list-style-type: none"><li>• \$14.52</li></ul> <p>Carr, Chantelle</p> <ul style="list-style-type: none"><li>• \$118.14</li></ul> <p>Webb, Taquoila</p> <ul style="list-style-type: none"><li>• \$86.64</li></ul> <p>Fisher, Kim</p> <ul style="list-style-type: none"><li>• \$6.24</li></ul> <p>Brown, Tonya</p> <ul style="list-style-type: none"><li>• \$17.78</li></ul> <p>Cobb, Jean</p>
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**Schedule of Payments**

		<ul style="list-style-type: none"><li>• \$43.97</li></ul> <p>Price, Adrian</p> <ul style="list-style-type: none"><li>• \$247.21</li></ul> <p>Burns, Alisha</p> <ul style="list-style-type: none"><li>• \$16.98</li></ul>
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# **EXHIBIT 2**

**UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

<hr/>	:	
Adams, individually and on behalf of all	:	
similarly situated individuals,	:	
	:	Case No. 2:18-cv-134
Plaintiff,	:	
	:	<b>Judge Sarah Morrison</b>
v.	:	
	:	<b>Magistrate Judge Deavers</b>
Central Ohio Elderly Care, LLC, <i>et al.</i> ,	:	
	:	
<hr/> Defendants.	:	

**CONSENT JUDGMENT**

This cause came to be heard and was submitted to the Court upon the Complaint of Plaintiff Misti Adams (“Plaintiff Adams”), on behalf of herself and similarly situated employees, alleging claims under the Fair Labor Standards Act of 1938 (“FSLA”), 29 U.S.C. §§201, *et. seq.*, the Ohio Minimum Fair Wage Standards Act (“the Ohio Wage Act”), O.R.C. §4111, *et. seq.*, the Ohio Prompt Pay Act (“the OPPA”), Ohio Revised Code §4113.15, and the Ohio Constitution, Oh. Const. Art. II, §34 (“the Ohio Wage Act, the OPPA and the Ohio Constitution are collectively referred to as “the Ohio Acts”); the Answer of Defendants Central Ohio Elderly Care, LLC, (“COEC”), Central Ohio Elderly Care Plus, LLC (“COEC Plus”), and Osman Hassan (“Defendants”); and the consent of Defendants.

The Court finds that all necessary parties have been served with summons according to law and are properly before the Court.

The Court finds that Defendants have agreed and consented to the entry of judgment and that Plaintiff shall stay execution of this entry of judgment as agreed by the parties so long as Defendants make the required initial and monthly payments.<sup>1</sup>

The Court further finds that Plaintiffs shall not execute upon this entry of judgment while Defendants make monthly payments. If Defendants fail to make any payment required by Exhibit 1 and it is not cured within fifteen (15) days of notice, Plaintiffs shall file a notice of breach with this Court, serve the same upon Defendant, and thereafter may execute on the Judgment. If Defendants make total payments of One Hundred and Twenty Thousand Dollars (\$120,000) as provided by Exhibit 1 and the schedule therein, Plaintiff shall move this court to vacate the judgment and dismiss this case with prejudice. The One Hundred and Twenty Thousand Dollars (\$120,000) represents Sixty One Thousand (\$61,000) in total payments to Plaintiff Adams and the eighteen (18) opt-in Plaintiffs who joined the Action by opting into the same for their claims pursuant to the FSLA and the Ohio Acts; a Three Thousand Dollar (\$3,000) Service Award to Plaintiff Adams for her services provided in this Action on behalf of the Plaintiffs who opted in; and a Fifty-Six Thousand (\$56,000) total payment to the law firm of Contreras Law, LLC (“Contreras Law”) for reasonable attorneys’ fees and litigation expenses.

The Parties agree and the Court further finds that there is no just reason for delay in entering judgment herein.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that a consent judgment is entered against of Defendants Central Ohio Elderly Care, LLC, Central Ohio Elderly Care Plus, LLC, and Osman Hassan, jointly and severally, in the amount of One Hundred and Twenty Thousand Dollars (\$120,000) as provided by Exhibit 1 and the schedule therein on all claims in

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<sup>1</sup> See Payment Schedule for Consent Judgment attached as Exhibit 1.

this action and that Defendants consented to the entry of judgment, and that Plaintiff shall stay execution of this entry of judgment as agreed by the parties so long as Defendants make the initial payment and thereafter monthly payments according to the Payment Schedule attached to this Consent Judgment.

The Court finds that half of the total payments to Plaintiffs are to be treated as gross payroll wage amounts and shall be paid to Plaintiffs less all applicable withholdings and deductions as required by law and as provide by the payment schedule attached hereto. The Court Orders Defendants to pay the employer's portion of the payroll taxes from funds outside of the judgment.

The Court further finds that the other half of the total payments to Plaintiffs are to be treated as gross amounts for statutory damages and shall be paid to Plaintiffs with no deductions or withholdings therefrom and as provided in the payment schedule attached hereto.

Defendants are to issue the Plaintiffs an IRS Tax Form W-2 for wage payments that Plaintiffs receives in accordance with this Consent Judgment that are subject to applicable withholdings. The Court further orders that the Defendants shall also issue Plaintiffs an IRS Tax Form 1099-MISC for payments made with no deductions or withholdings therefrom for statutory damages.

Defendants shall also issue Contreras Law an IRS Tax Form 1099-MISC for payments Contreras Law receives in accordance with this Consent Judgment.

The Court further finds that Plaintiffs and Contreras Law shall not execute upon this entry of judgment while Defendants make payments required by Exhibit 1. If Defendants fail to make the initial or a monthly payment and the payment is not cured within fifteen (15) days of notice, Plaintiffs and Contreras Law shall file a notice of breach with this Court, serve the same upon Defendants, and thereafter may execute on the Judgment. If Defendants make total payments of

One Hundred and Twenty Thousand Dollars (\$120,000) as provided by Exhibit 1, Plaintiffs shall move this court to vacate the judgment and dismiss this case with prejudice.

**IT IS SO ORDERED.**

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**SARAH MORRISON**  
**UNITED STATES DISTRICT JUDGE**

**STIPULATED AND AGREED:**

/s/ Matthew J.P. Coffman

**Matthew J.P. Coffman**  
**COFFMAN LEGAL, LLC**  
1550 Old Henderson Road  
Suite 126  
Columbus, Ohio 43220  
Phone: 614-949-1181  
Fax: 614-386-9964  
Email: mcoffman@mcoffmanlegal.com

/s/ Steven M. Brown

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*Attorney for Defendants*

/s/ Peter Contreras

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*Attorney for Plaintiffs*